

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES <b>1</b>		
2. AMENDMENT/MODIFICATION NO. <b>0003</b>		3. EFFECTIVE DATE March 16, 1999		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>Defense Energy Support Center</b> <b>8725 John J. Kingman Rd., Suite 3815</b> <b>Ft. Belvoir, VA 22060-6222</b> <b>DESC-PLC/Cheryl Creason</b> <b>Phone: (703) 767-9551 Fax: (703) 767-8506</b> <b>Purchase Program: 3.28</b>		CODE <b>SCO600</b>		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)				(✓)		9A. AMENDMENT OF SOLICITATION NO. <b>SP0600-99-B-8000</b>	
				<b>X</b>		9B. DATED (SEE ITEM 11) <b>February 3, 1999</b>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
BIDDER CODE:		CAGE CODE:					
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<p>[ X ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended [ X ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) by separate letter or telegram, which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER Specify type of modification and authority)							
A. <b>IMPORTANT:</b> Contractor [ ] is not , or [ ] is required to sign this document and return _copies to the issuing office.							
<p>Please see the following pages.</p>							
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				<b>CHARLES MARVIN GRUBBS</b> <b>Contracting Officer</b>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
<hr/>		<hr/>		<hr/>		<hr/>	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

1. For Clause B1.01 SUPPLIES TO BE FURNISHED, the delivery narrative note for any setaside item that reads as "NOTE: THIS IS A SETASIDE ITEM. SDB PRICE EVALUATION ADJUSTMENT WILL APPLY" is changed to read as "NOTE: THIS IS A SETASIDE ITEM. NO SDB PRICE EVALUATION CONSIDERATION WILL APPLY." Conversely, related non-setaside items that have a delivery narrative note that reads as "NOTE: THIS IS A NON-SETASIDE ITEM. NO SDB PREFERENTIAL CONSIDERATION WILL APPLY" is changed to read as "NOTE: THIS IS AN NON-SETASIDE ITEM. SDB PRICE EVALAUTION ADJUSTMENT WILL APPLY."

2. In addition, item L10-24 and L10-28 are replaced as follows:

L10 LYNNWOOD,  
WA, USPS, 98036-9998, GARAGE, 6817 208TH AVENUE SOUTHWEST  
SNOHOMISH COUNTY  
DELIVERY FEDAAC: 180539  
ORDERING OFFICE: 206-778-2154

L10-24 GASOHOL, REG UNL (GUR) 150,000 GL

TANK TRUCK (TT), INTO  
1/8,000 GALLON TANKS  
ANTICIPATE 100% ON HIGHWAY USE  
MINIMUM DELIVERY: 6,500 GALLONS

L10-28 GASOLINE, REG UNL (MUR) 150,000 GL

TANK TRUCK (TT), INTO  
1/8,000 GALLON TANKS  
ANTICIPATE 100% ON HIGHWAY USE  
MINIMUM DELIVERY: 6,500 GALLONS  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM L10-24.  
AWARD WILL BE MADE AT THE OVERALL LEAST COST TO THE GOVERNMENT.

3. Under Clause B19.19 ECONOMIC PRICE ADJUSTMENT, the market area notations for #2 Distillate High Sulfur and #2 Distillate Low Sulfur are replaced as follows. This change moves the Burner Fuel Oil #2, Maximum sulfur content at .05% to the #2 Distillate Low Sulfur category for price escalation.

**NO. 2 DISTILLATE HIGH SULFUR\***

<u>STATE</u>	<u>MARKET AREA</u>	<u>ESCALATION REFERENCE</u>
<u>Idaho</u>	A	OPIS Spokane, WA
	B	OPIS Salt Lake City, UT
	C	OPIS Boise
<u>Montana</u>	A	OPIS Missoula Low Sulfur
	B	OPIS Great Falls Low Sulfur
	C	OPIS Billings Low Sulfur
<u>Oregon</u>	A	OPIS Boise, ID
	B	OPIS Pasco, WA
	C	OPIS Portland
<u>Washington</u>	A	OPIS Seattle
	B	OPIS Portland, OR
	C	OPIS Spokane
	D	OPIS Pasco
	E	OPIS Anacortes

\* NOTE: Applies to DF2, FS2 (Burner Oil, except when max sulfur is .05%), HS2

<b><u>NO. 2 DISTILLATE LOW SULFUR*</u></b>		
<b><u>STATE</u></b>	<b><u>MARKET AREA</u></b>	<b><u>ESCALATION REFERENCE</u></b>
<b><u>Idaho</u></b>	A	OPIS Spokane, WA
	B	OPIS Salt Lake City, UT
	C	OPIS Boise
<b><u>Montana</u></b>	A	OPIS Missoula
	B	OPIS Great Falls
	C	OPIS Billings
<b><u>Oregon</u></b>	A	OPIS Boise, ID
	B	OPIS Pasco, WA
	C	OPIS Portland
<b><u>Washington</u></b>	A	OPIS Seattle
	B	OPIS Portland, OR
	C	OPIS Spokane
	D	OPIS Pasco
	E	OPIS Anacortes

\* NOTE: Applies to DL2, DLS, FS2 (Burner Oil, max sulfur .05%), LS2, LSS, MGO

**4. Clause C16.69-8 is replaced with the following version. The oxygenated area is changed for Washington State.**

**C16.69-8 SPECIFICATIONS (CONT'D) (OXYGENATED GASOLINE REQUIREMENTS) (COG 8) (DESC MAR 1999)**

**SPECIAL NOTE:** The following paragraph is a restatement of paragraph (a) of the FUEL SPECIFICATIONS (PC&S) clause and is included for emphasis.

(a) Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements at the time deliveries are made. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(b) The purpose of the oxygenated fuel program is to reduce carbon monoxide emissions from gasoline powered vehicles in the control area through the wintertime use of oxygenated gasolines.

(c) **Control area** means an area in which only oxygenated gasoline under the oxygenated gasoline program may be sold or dispensed. **Control period** means the period during which oxygenated gasoline must be sold or dispensed within the control area. The data shown below denote the oxygenated fuel requirements of the fuel for the receiving activity based on the control period specified. These requirements are subject to change before or during the contract performance period.

<b><u>CONTROL AREA</u></b>	<b><u>CONTROL PERIOD</u></b>	<b><u>MINIMUM OXYGEN CONTENT</u></b>
<b>MONTANA</b>		
Missoula County	Nov 1 – Feb 29	2.7 Wt%
<b>OREGON</b>		
Clackamas, Multnomah, Washington and Yamhill Counties; Grants Pass and Klamath Falls	Nov 1 – Feb 29	2.7 Wt%

WASHINGTON

Spokane and Spokane County

Sep 1 - Feb 29

2.7 Wt%

(DESC 52.246-9FAE)

**5. *Clauses F1.01-1 and F20 are deleted from this IFB and replaced with F1.01-1.100 and F20.01 as provided herein.***

**F1.01-1.100 DELIVERY CONDITIONS FOR TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS**  
(DESC MAR 1999)

**IMPORTANT NOTE** on **EPA TESTING OF UNDERGROUND TANKS**. If the "volumetric" method is used for annual EPA testing of underground tanks, the "topping off" of tanks for this test is outside the scope of DESC requirements contracts.

(a) **F.O.B. ORIGIN**. On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. transport truck, truck and trailer, or tank wagon—

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(b) **F.O.B. DESTINATION**. On items calling for delivery f.o.b. destination by means of transport truck, truck and trailer, or tank wagon--

(1) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made on the day specified in the delivery order unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that the Contractor shall have received the order at least 48 hours prior to the day so specified.

(3) The Contractor shall not be required to deliver by tankwagon a quantity less than a full load or at least 70% of the tank capacity cited in the supply schedule. This provision does not apply to automatic fill requirements (see the AUTOMATIC FILL UP PROVISIONS clause). At the Government's option, the contractor may be required to deliver into more than one storage tank.

(4) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(5) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility, the Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(6) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility—

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment that is poorly maintained may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(DESC 52.247-9FH5)

**F20.100 AUTOMATIC FILL-UP PROVISIONS (DESC MAR 1999)**

Where, for particular items, "Automatic Fill-Up" is specified in the Schedule, the following provisions shall apply:

(a) The Ordering Officer shall furnish the Contractor (1) a map or other written information indicating the location and capacity of each receiving tank; (2) a record of deliveries to each tank during the previous heating season; and (3) a description of any restricted area and special procedures to be followed, if any.

(b) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, unless otherwise identified in the individual delivery narratives.

(c) The Contractor shall establish and maintain a delivery schedule which will assure that the level of fuel in each tank at all times is never less than 30 percent of tank capacity. Subparagraph (b)(3) of the DELIVERY CONDITIONS FOR TANK CARS, TRANSPORT TRUCKS, AND TANK WAGONS clause shall not be applicable on those items where "Automatic Fill-Up" applies.

(d) The Contractor shall submit an invoice on each item for no more or less than the total daily delivered quantity at a particular activity.

(e) Each invoice submitted to the Government for "Automatic Fill-Up" deliveries shall be accompanied by a record of the quantity delivered into each individual tank during the period covered by the invoice.

(DESC 52.242-9FC5)

**6. *Clauses F14.100, SHIPMENT AND ROUTING, and E5, INSPECTION OF SUPPLIES, E35.02, REQUESTS FOR WAIVERS AND DEVIATIONS are deleted in their entirety.***

**7. *The clauses that are incorporated by reference have been revised. Therefore, Clauses 11.04 and 11.05 are replaced in their entirety:***

**11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 1999)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**(Contracting Officer shall check as appropriate.)**

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☒ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☒ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☒ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☒ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☒ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☒ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☒ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

☒ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).

☐ 52.225-19, European Union Sanction for Services (E.O. 12849).

☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

**(Contracting Officer check as appropriate)**

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);  
52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and  
52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).  
52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

**II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 1999)**

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input type="checkbox"/>            | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416  |
| <input type="checkbox"/>            | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304  |
| <input checked="" type="checkbox"/> | 252.219-7003 | Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637   |
| <input type="checkbox"/>            | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582   |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program ( <input type="checkbox"/> Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note              |
| <input type="checkbox"/>            | 252.225-7012 | Preference for Certain Domestic Commodities  |
| <input type="checkbox"/>            | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note  |
| <input type="checkbox"/>            | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note   |
| <input type="checkbox"/>            | 252.225-7021 | Trade Agreements ( <input type="checkbox"/> Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note  |
| <input type="checkbox"/>            | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779  |
| <input type="checkbox"/>            | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755   |
| <input type="checkbox"/>            | 252.225-7029 | Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)   |
| <input checked="" type="checkbox"/> | 252.225-7036 | Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program ( <input type="checkbox"/> Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note |
| <input type="checkbox"/>            | 252.227-7015 | Technical Data Commercial Items, 10 U.S.C. 2320  |
| <input type="checkbox"/>            | 252.227-7037 | Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321   |
| <input checked="" type="checkbox"/> | 252.243-7002 | Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410   |
| <input type="checkbox"/>            | 252.247-7024 | Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631  |

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- |                          |              |  |
|--------------------------|--------------|--|
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note). |
|--------------------------|--------------|--|

(DFARS 252.212-7001)